

RETURN DATE: OCTOBER 1, 2019 : SUPERIOR COURT  
MARK H. DEAN, AS TRUSTEE : J.D. OF HARTFORD  
OF THE CT RE 2019 TRUST  
V. : AT HARTFORD  
FOTIS DULOS,  
GLASCO HEATING & AIR CONDITIONING, INC.,  
MARK H. DEAN, AS TRUSTEE OF THE  
CT RE 2019 TRUST, AND FORE GROUP, INC. : SEPTEMBER 6, 2019

**COMPLAINT**

1. By an Adjustable Rate Note dated January 3, 2011 (the "Note"), Fotis Dulos and Jennifer Dulos promised to pay to the order of BNY Mellon, N.A. ("BNY") the original principal sum of \$2,300,000, together with all interest thereon as provided in the Note. The terms of the Note are modified by a certain Addendum No. 1 To Adjustable Rate Note dated January 3, 2011, a Construction Loan Program Amendment Agreement To Note dated January 3, 2011, and further modified by a Modification Agreement effective April 1, 2012 and a Modification Agreement effective April 1, 2013 between Fotis Dulos and Jennifer R. Dulos and BNY.

2. The Note has been assigned from BNY to plaintiff Mark H. Dean, As Trustee of the CT RE 2019 Trust (the "Trustee") by an Allonge dated July 31, 2019.

3. By an Open End Mortgage Deed dated January 3, 2011 (the "Mortgage Deed"), Fotis Dulos and Jennifer Dulos, to secure the Note, mortgaged to BNY a certain piece or parcel of land, together with all buildings and improvements thereon, situated in the Town of Farmington, County of Hartford and State of Connecticut, known and designated as 4 Jefferson Crossing, which is more particularly described in Schedule A annexed hereto, of which Fotis Dulos and Jennifer Dulos were then the record owners, which Mortgage Deed is conditioned on the payment of the Note according to its tenor, and the performance of certain covenants and conditions contained in the Mortgage Deed; which Mortgage Deed was recorded in Volume 1101, Page 125 of the Farmington Land Records; as modified by an Amendment To Open-End Mortgage Deed effective as of April 1, 2012 and recorded September 6, 2012 in Volume 1046, Page 852 of the Farmington Land Records; and further amended by an Amendment To Open-End Mortgage Deed effective as of April 1, 2013 and recorded on July 19, 2013 in Volume 1074, Page 394 of the Farmington Land Records.

4. The Mortgage Deed was assigned to the Trustee by an Assignment Of Mortgage dated July 31, 2019 and recorded on August 8, 2019 in Volume 1181, Page 441 of the Farmington Land Records.

5. The Trustee still owns the Note and Mortgage Deed.

6. Fotis Dulos defaulted on the Note and Mortgage Deed by failing to make payments due thereunder from November of 2018 through the present.

7. The Note provides that Fotis Dulos shall be liable for all of the Trustee's costs and expenses in enforcing the Note, including without limitation, reasonable attorney's fees.

8. The following encumbrances of record upon the property sought to be foreclosed are prior in right to plaintiff's lien, and are not affected by this action.

a) The Town of Farmington may claim an interest in the property by virtue of a lien for taxes on the October 1, 2018 List in the amount of \$21,130.92 for past due taxes, and additional sums which are not yet due and payable.

9. The plaintiff Trustee claims an interest in the property by virtue of a mortgage from Fotis Dulos and Jennifer Farber Dulos to Hilliard Farber in the original amount of \$500,000 dated June 28, 2012 and recorded on July 3, 2012 in Volume 1040 at Page 812 of the Farmington Land Records, which mortgage has been assigned to plaintiff Trustee by document recorded on September 6, 2019 in Volume 1182, Page 663 of the Farmington Land Records. This mortgage is subsequent in right to plaintiff's mortgage being foreclosed.

10. Defendant Glasco Heating & Air Conditioning, Inc. may claim an interest in the property by virtue of a mechanics lien dated and recorded June 6, 2019 in Volume 1178, Page 136 of the Farmington Land Records. This Lien is subsequent and subordinate to plaintiff's lien.

11. Defendant Fore Group, Inc. maintains an office at the subject premises, but has no leasehold interest.

12. Fotis Dulos is a record owner of the property and Fotis Dulos is now in possession thereof.

13. Plaintiff has caused a Lis Pendens to be filed in connection with this foreclosure.

WHEREFORE, the plaintiff seeks:

1. A foreclosure of the Mortgage Deed;
2. Immediate possession of the mortgaged premises;
3. A deficiency judgment against Fotis Dulos;
4. The appointment of a receiver to collect the rents and profits accruing from the property;
5. Reasonable attorney's fees and costs; and
6. Such other relief as the courts deem equitable and proper.

**NOTICE:** THE PLAINTIFF INTENDS TO SEEK SATISFACTION OF ANY DEFICIENCY JUDGMENT RENDERED IN ITS FAVOR IN THIS ACTION ARISING OUT OF ANY DEBT ACCRUING TO THE DEFENDANT(S) BY REASON OF THEIR PERSONAL SERVICES (UNLESS THE SAME HAS BEEN PRECLUDED BY VIRTUE OF A BANKRUPTCY FILING).

**NOTICE:** A PERSON WHO IS UNEMPLOYED OR UNDER-EMPLOYED AND WHO HAS, FOR A CONTINUOUS PERIOD OF AT LEAST TWO YEARS PRIOR TO THE COMMENCEMENT OF THIS FORECLOSURE ACTION, OWNED AND OCCUPIED THE PROPERTY BEING FORECLOSED AS SUCH PERSON'S PRINCIPAL RESIDENCE, MAY BE ENTITLED TO CERTAIN RELIEF PROVISIONS UNDER SECTION 49-31D TO 49-31I, INCLUSIVE, OF THE CONNECTICUT GENERAL STATUTES. YOU SHOULD CONSULT AN ATTORNEY TO DETERMINE YOUR RIGHTS UNDER THIS ACT.

**NOTICE:** IF ANY PORTION OF THE ENTIRE AMOUNT OF THIS CLAIM IS DISPUTED, YOU ARE TO NOTIFY US WITHIN THIRTY (30) DAYS, INDICATING THE NATURE OF THE DISPUTE. IF YOU DO NOT INDICATE A DISPUTE IN WRITING WITHIN THAT TIME, WE WILL ASSUME THE CLAIM TO BE VALID. IF WITHIN THIRTY (30) DAYS YOU INDICATE A DISPUTE IN WRITING, WE WILL PROVIDE YOU WITH EVIDENCE CONCERNING THE VALIDITY OF THE DEBT BY U.S. MAIL. ALSO, UPON YOUR WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, WE WILL

PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION RECEIVED WILL BE USED FOR THAT PURPOSE. THE FACT THAT YOU HAVE THIRTY (30) DAYS TO INDICATE A DISPUTE WILL NOT PREVENT US FROM FILING SUIT WITHIN THAT TIME.

PLAINTIFF,

By

Richard P. Weinstein, Esquire  
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Please enter the appearance of  
Richard P. Weinstein for the  
plaintiff.

Richard P. Weinstein

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**STATEMENT OF AMOUNT IN DEMAND**

The plaintiff in this action demands an amount that is in excess of  
\$15,000.00 exclusive of interest and costs.

PLAINTIFF,

By  \_\_\_\_\_

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